

ORIGINAL

50  
6/20

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

SHIN-EI BOEKI, LTD.,  
Plaintiff

v.

SCOTT KAJIYA, MICHAEL W.  
BINGHAM, CARY BRIGGS, SIGN  
LANGUAGE EYEWEAR, INC, DBA  
SIGN LANGUAGE HABITAT, and SI  
SCOOTER WORKS, LLC.,  
Defendants

CIVIL ACTION NO. 1:CV-00-2241

(Judge Kane)

**FILED**  
HARRISBURG, PA

JUN 19 2002

MARY E. D'ANDREA, CLERK  
Per [Signature]  
Deputy Clerk

**MOTION OF HANFT & KNIGHT, P.C. TO WITHDRAW AS COUNSEL**

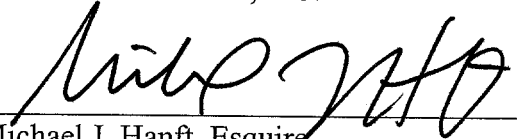
Hanft & Knight, P.C. hereby moves for leave to withdraw as counsel for Defendant Sign Language Eyewear, Inc. d/b/a Sign Language Habitat (hereinafter "Defendant Sign Language") and in support thereof avers as follows:

1. Hanft & Knight, P.C. is counsel of record for Defendant Scott Kajiya and Defendant Sign Language.
2. Defendant Sign Language entered into a fee agreement with Law Office of Michael J. Hanft, the predecessor name of Hanft & Knight, P.C., wherein Defendant Sign Language was obligated to pay for the legal services rendered by Hanft & Knight, P.C.
3. Hanft & Knight, P.C. has billed Defendant Sign Language on a monthly basis for legal services rendered in the instant action.
4. Defendant Sign Language has ceased doing business and has not paid Hanft & Knight, P.C. for legal services rendered in the instant action nor has Defendant Sign Language provided any assurance of payment for said legal services rendered.
5. Defendant Sign Language has violated its legal obligations to Hanft & Knight, P.C. with regard to the payment of invoices presented for legal services rendered.
6. Hanft & Knight, P.C. has advised Defendant Sign Language that it would not be able to continue its representation of Defendant Sign Language unless Defendant Sign Language met its legal obligations with regard to paying for legal services rendered by Hanft & Knight, P.C. Said notice was provided in accordance with Rule 1.16(b) of the Pennsylvania Rules of Professional Conduct.

WHEREFORE, Hanft & Knight, P.C. respectfully requests that this Honorable Court permit Hanft & Knight, P.C. to withdraw as counsel for Defendant Sign Language Eyewear, Inc. d/b/a Sign language Habitat in the above-captioned matter.

Respectfully submitted,

HANFT & KNIGHT, P.C.

A handwritten signature in black ink, appearing to read 'Mike Hanft', is written over a horizontal line.

Michael J. Hanft, Esquire

Attorney ID No. 57976

19 Brookwood Avenue, Suite 106

Carlisle, PA 17013

(717) 249-5373

Attorneys for Defendants Scott Kajiya and  
Sign Language Eyewear, Inc. d/b/a Sign  
Language Habitat


Dated: June 19, 2002

**CERTIFICATE OF CONCURRENCE**

I hereby certify that Plaintiff concurs with the Motion of Hanft & Knight, P.C. to Withdraw as Counsel.

Respectfully submitted,

HANFT & KNIGHT, P.C.

A handwritten signature in black ink, appearing to read 'Michael J. Hanft', written over a horizontal line.

Michael J. Hanft, Esquire  
Attorney ID No. 57976  
19 Brookwood Avenue, Suite 106  
Carlisle, PA 17013  
(717) 249-5373

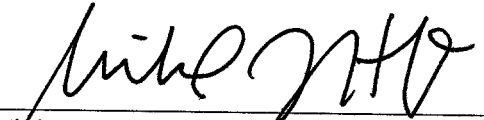
Dated: June 19, 2002

**CERTIFICATE OF SERVICE**

AND NOW, this 19th day of June, 2002, I, Michael J. Hanft, Esquire, hereby certify that I have this day served the following persons with a copy of the foregoing document, by first class, United States Mail, postage pre-paid, addressed as follows:

Jonathan S. Ziss, Esquire  
SILVERMAN BERNHEIM & VOGEL  
Two Penn Center Plaza, Suite 910  
Philadelphia, PA 19102  
Attorneys for Plaintiff

HANFT & KNIGHT, P.C.



Michael J. Hanft, Esquire  
Attorney ID No. 57976  
19 Brookwood Avenue, Suite 106  
Carlisle, PA 17013-9142  
(717) 249-5373